

REMARKS

I. Status

The Office Action indicates claims 1-20 to be pending in this Application. With this response claims 1, 2, 6, 8, and 20 are amended. No new matter has been added.

Claims 6 and 20 are objected to.

Claims 1-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baran (U.S. Patent Application Publication No. 2003/0200548) in view of Wasilewski (U.S. Patent Application Publication No. 2005/0259813) and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002.”

Claims 1, 10, 14, and 15 are independent.

II. Objection of Claims 6 and 20

The Office Action objects to claims 6 and 20, the Office Action stating that:

“[c]laims 6 and 20 are objected to because of the following informalities: Acronym ‘OMA’ and ‘OMA DRM’ should be spelled out. Appropriate correction is required”
(see Office Action p. 2).

With this response, Applicants amend claims 6 and 20 in accordance with the Office Action’s request. No new matter has been added.

In view of at least the foregoing, Applicants respectfully request that the objection be withdrawn.

III. Rejection of Independent Claims 1, 10, 14, and 15 under 35 U.S.C. 103

The Office Action rejects independent claims 1, 10, 14, and 15 under 35 U.S.C. 103(a) as being unpatentable over Baran in view of Wasilewski and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002.”

However, Applicants respectfully submit that Baran, Wasilewski, and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” taken individually or in combination, fail, for example, to disclose, teach, or suggest:

“... sending the encrypted first key from a content display device to a mobile terminal ...”

as set forth in claim 1 as amended herewith (emphasis added).

As another example, Baran, Wasilewski, and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” taken individually or in combination, fail to disclose, teach, or suggest:

“... sending the encrypted first key from the content display device to the mobile terminal over a two way transmission link ...”

as set forth in claim 10 (emphasis added).

As a further example, Baran, Wasilewski, and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” taken individually or in combination, fail to disclose, teach, or suggest:

“... wherein the content receiving device is further programmed to send the encrypted first key to the mobile terminal ...”

as set forth in each of claims 14 and 15 (emphasis added).

The Office Action, with reference to paragraph [0053] of Wasilewski, Figure 1 of “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” and chapter

4.2 of “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” apparently contends that such is provided by the combination of Wasilewski and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002.”

However, Applicants respectfully observe that Wasilewski and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002” instead merely discuss “service distribution organization 103” sending “entitlement management messages 111”:

“[s]ubscribers generally purchase services by the month (though a service may be a one-time event), and after a subscriber has purchased a service, service distribution organization 103 sends set top box 113(i) belonging to the subscriber entitlement management messages 111 as required to provide the authorization information 121 required for the purchased services” (see Wasilewski paragraph [0053]; emphasis added),

and “forward-lock and combined delivery” and “separate delivery” operation performed by a “content provider”:

“[f]or forward-lock and combined delivery content provider needs to package content, optionally with a rights object, into a DRM message. That message may be delivered to the device using e.g. the OMA Download mechanism. The format of the DRM message is defined in chapter 6 ... In the separate delivery method the content provider needs to convert the plaintext media object into DRM content format (DCF) defined in the ‘*DRM Content Format*’ Specification [DRMCF]. This conversion includes symmetric encryption of the content making the DRM protected content object useless to parties not having access to the Content Encryption Key (CEK)” (see “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002” chapter 4.1 - chapter 4.2; emphasis added).

Applicants believe it clear, for instance, that a “service distribution organization 103” is not at all like a “content display device” or a “content receiving device,” and that a “content provider” is not at all like a “content display device” or a “content receiving device.”

Moreover, Baran, Wasilewski, and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” taken individually or in combination, fail, for example, to disclose, teach, or suggest:

“... sending the decrypted first key from the mobile terminal
to the content display device”

as set forth in claim 1 as amended herewith (emphasis added).

As another example, Baran, Wasilewski, and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” taken individually or in combination, fail to disclose, teach, or suggest:

“... sending the decrypted first key from the mobile terminal
to the content display device ...”

as set forth in claim 10 (emphasis added).

As a further example, Baran, Wasilewski, and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” taken individually or in combination, fail to disclose, teach, or suggest:

“... wherein the mobile terminal is programmed to ... send
the decrypted first key to the content receiving device ...”

as set forth in each of claims 14 and 15 (emphasis added).

The Office Action, with reference to paragraph [0053] of Wasilewski, Figure 1 of “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” and chapter 4.2 of “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” apparently contends that such is provided by the combination of Wasilewski and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002.”

However, Applicants believe it clear that these portions of Wasilewski and “Open Mobile Alliance, Digital Rights Management Version 1.0, September 2002,” even taken in

combination, fail, for instance, to so disclose, teach, or suggest, and instead merely discuss the above-noted operations of “service distribution organization 103” and the “content provider.”

In view of at least the foregoing, Applicants respectfully submit that claims 1, 10, 14, and 15 at least with the amendments herewith, as well as those claims that depend therefrom, are in condition for allowance.

IV. Amendment of Claim 8

With this response Applicants amend claim 8. No new matter has been added.

Applicants respectfully submit that the cited references, taken individually or in combination, fail, for example, to disclose, teach, or suggest:

“... transmitting a protected executable application to the mobile terminal, wherein the protected executable application is decrypted using the second key”

as set forth in claim 8 as amended herewith.

In view of at least the foregoing, Applicants respectfully submit that claim 8, as well as that claim that depends therefrom, are in condition for allowance.

V. Official Notice

Applicants note that, in several instances, the Office Action appears to take Official Notice.

For example, the Office Action states that “billing content request through mobile billing account is old and well known.”

As another example, the Office Action states that “implementing java application program is old and well known in distributed network environment.”

With regard to each Official Notice taken by the Office Action, Applicants

respectfully submit that they do not believe the indicated matter, at least at the time of filing of the present application, to have been “common knowledge,” “well known in the art,” or the like.

Applicants respectfully disagree with each Official Notice taken by the Office Action, and hereby seasonably traverse each Official Notice taken by the Office Action in accordance with MPEP, section 2144.03. Accordingly, Applicants respectfully request that the Official Notices be withdrawn or supporting evidence be provided.

VI. Dependent Claims

Applicants do not believe it is necessary at this time to further address the rejections of the dependent claims as Applicants believe that the foregoing places the independent claims in condition for allowance. Applicants, however, reserve the right to further address those rejections in the future should such a response be deemed necessary and appropriate.

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CONCLUSION

Applicants respectfully submit that this Application is in condition for allowance for which action is earnestly solicited.

If a telephone conference would facilitate prosecution of this Application in any way, the Examiner is invited to contact the undersigned at the number provided.

AUTHORIZATION

The Commissioner is hereby authorized to charge any fees which may be required for this response, or credit any overpayment to Deposit Account No. 13-4500, Order No. 4208-4147.

Furthermore, in the event that an extension of time is required, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to the above-noted Deposit Account and Order No.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.

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Mailing Address:

MORGAN & FINNEGAN, L.L.P.
3 World Financial Center
New York, New York 10281-2101
(212) 415-8700
(212) 415-8701 (Fax)

By:



Angus R. Gill
Registration No. 51,133